

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

Eric Peacock,

Plaintiff,

vs.

C.R.H. Ohio, Limited, d.b.a. Culligan
of Tiffin

Defendant.

No. 3:17 CV 00534

Hon. Judge James G. Carr

**DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT**

JURY DEMAND ENDORSED HEREON

Now comes the Defendant, C.R.H. Ohio, Limited, d.b.a. Culligan of Tiffin, by and through its attorney Laurie J. Avery, and for its Answer to Plaintiff's Complaint states as follows:

1. Defendant denies the violations alleged in Paragraph 1 of Plaintiff's complaint and admits that this court has jurisdiction for the causes of actions alleged.
2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.
5. Defendant denies the allegations in paragraph 5 of Plaintiff's Complaint.
6. Defendant admits the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Defendant denies the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. Defendant denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. Defendant denies the allegations contained in Paragraph 9 of Plaintiff's Complaint.

10. Defendant denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. Defendant denies the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. Defendant denies the allegations contained in Paragraph 12 of Plaintiff's Complaint.

13. Defendant denies the allegations contained in Paragraph 13 of Plaintiff's Complaint.

14. Defendant denies the allegations contained in Paragraph 14 of Plaintiff's Complaint.

15. Defendant denies the allegations contained in Paragraph 15 of Plaintiff's Complaint.

16. Defendant denies the allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Defendant denies the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. Defendant denies the allegations contained in Paragraph 18 of Plaintiff's Complaint.

ANSWERING FIRST CLAIM FOR RELIEF

19. Paragraph 19 of Plaintiff's Complaint requires no answer. If an answer is deemed required, this Defendant denies the allegations.

20. Defendant denies the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21. Defendant denies the allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Defendant admits that Plaintiff was terminated on January 13, 2013 and denies the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Defendant denies the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. Defendant denies the allegations contained in Paragraph 24 of Plaintiff's Complaint.

ANSWERING SECOND CLAIM FOR RELIEF

25. Paragraph 25 of Plaintiff's Complaint requires no answer. If an answer is deemed required, this Defendant denies the allegation.

26. Defendant denies the allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Defendant denies the allegations contained in Paragraph 27 of Plaintiff's Complaint.

28. Defendant denies the allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Defendant denies the allegations contained in Paragraph 30 of Plaintiff's Complaint.

ANSWERING THIRD CLAIM FOR RELIEF

31. Paragraph 31 of Plaintiff's Complaint requires no answer. If an answer is deemed required, this Defendant denies the allegations Defendant denies the allegations contained in Paragraph 22 of Plaintiff's Complaint.

32. Defendant admits the allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. Defendant admits that Plaintiff earned wages throughout the 2016 calendar year and denies the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. Defendant denies the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. Defendant denies the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. Defendant denies the allegations contained in Paragraph 36 of Plaintiff's Complaint.

ANSWERING FOURTH CLAIM FOR RELIEF

37. Paragraph 37 of Plaintiff's Complaint requires no answer. If an answer is deemed required, this Defendant denies the allegations Defendant denies the allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

39. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

40. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

41. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action or claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, laches and estoppel.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are or may be barred by the applicable statute of limitations or are or may be otherwise time barred.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff was an employee at will.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages, if any.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims may be barred for failure to exhaust administrative remedies.

SEVENTH AFFIRMATIVE DEFENSE

Defendants acted in good faith at all times and, even if there has been any violation (which Defendants deny), no punitive damages would be appropriate under *Kolstad v. American Dental Ass'n*, 527 U.S. 526 (1998).

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because of Plaintiff's failure to timely and fully comply with all conditions precedent prior to initiating this action.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff never engaged in protected activity.

WHEREFORE, Defendant requests dismissal of all claims, an award of all costs including attorney fees incurred herein, and any other relief deemed just and equitable by this Court.

Respectfully submitted,

/s/ Laurie J. Avery
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C.R.H. Ohio, Limited, d.b.a.
Culligan of Tiffin*

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of May, 2017, a true and accurate copy of the foregoing document was filed electronically with the United States District Court for the Northern District of Ohio. Notice will be sent to all parties by operation of the Court's electronic filing system.

/s/ Laurie J. Avery
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